

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: 02/06/2017

SCOTT ERNST, SEAN DENTON, and NEIL TROTTER, individually and as representatives of the classes,

Plaintiffs,

-against-

DISH NETWORK, LLC, DISH NETWORK SERVICE, LLC, AND STERLING INFOSYSTEMS, INC.

Defendants.

Case No.: 12 Civ. 8794 (LGS)

**[PROPOSED] FINAL JUDGMENT**

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on August 25, 2016, Plaintiffs Scott Ernst, Sean Denton and Neil Trotter (“Plaintiffs”) filed an Unopposed Motion for Preliminary Approval of a Class Action Settlement Agreement in the above-captioned matter (the “Lawsuit”) with Defendants DISH Network L.L.C. and DISH Network Service L.L.C. (“DISH” or “Defendants”);

WHEREAS, on September 7, 2016, a conference was held concerning Plaintiffs’ Unopposed Motion for Preliminary Approval;

WHEREAS, by Order issued on September 7, 2016, after the conference, the Court instructed Plaintiffs to submit a chart with the breakdown of actual or estimated amounts for (a) the total settlement fund, (b) the Claims Administrator’s fee, (c) the Claims Administrator’s costs and expenses, (d) attorneys’ fees, costs and expenses, (e) the named Plaintiffs’ service fees, (f) any other deductions from the settlement fund before payment to class members, (g) the anticipated recovery for each of the subclasses in the aggregate, by class, and per subclass member and (h) any assumptions used in calculating these figures. The Court also ordered Plaintiffs to submit a timeline with the dates and periods referenced in the Settlement Agreement

and the revised versions of the parties' proposed Mail Notice and Claim Form and proposed Long Form Notice incorporating the edits the Court provided at the September 7 conference.

WHEREAS, by letter dated September 14, 2016, Plaintiffs provided the requested information;

WHEREAS, by Order dated September 16, 2016, the Court preliminarily approved the Settlement and preliminarily certified, for settlement purposes, the Settlement Classes as defined in the Settlement Agreement ("Preliminary Approval Order");

WHEREAS, on January 23, 2017, Plaintiffs filed an Unopposed Motion for Final Approval of the Proposed Class Action Settlement;

WHEREAS, on January 31, 2017, a Final Settlement Approval and Fairness Hearing was held. IT IS HEREBY FOUND AND ORDERED:

1. The Court has jurisdiction over the subject matter of this action and over the settling parties.

2. Unless otherwise defined, for purposes of this Final Judgment, all capitalized terms in this Final Judgment shall have the same meanings as set forth in the Settlement Agreement.

3. Pursuant to the Court's Preliminary Approval Order, the Mail Notices and Claim Forms were disseminated to members of the Settlement Classes in accordance with the terms set forth in the Settlement Agreement. The Mail Notice and Claim Form, and the distribution procedures set forth in the Settlement Agreement fully satisfy Rule 23<sup>1</sup> and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice

---

<sup>1</sup> All references to Rule 23 and its subparts herein refer to Rule 23 of the Federal Rules of Civil Procedure.

to all members of the Settlement Classes who could be identified through reasonable effort, provided an opportunity for the Settlement Class Members to object or exclude themselves from the Settlement and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement and this Final Judgment. Defendants provided notice to state and federal officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and the Settlement Agreement.

4. The Settlement Class Members were given an opportunity to object to the Settlement. No one filed an objection to the Settlement.

5. One Settlement Class Member requested exclusion, which is appended to the Settlement Administrator's Declaration. *See* ECF No. 291; ECF No. 291-6, at pp. 3-4. This Settlement Class Member, who made a valid and timely request for exclusion, is excluded from the Settlement and is not bound by this Final Judgment.

6. The parties have represented and it appears that the Settlement Agreement was arrived at as a result of arms' length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case.

7. The Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Classes in light of the complexity, expense and duration of litigation, as well as the risk involved in establishing liability and damages and in maintaining the class action through trial and appeal. The Settlement Agreement, which shall be deemed incorporated herein, and the Settlement are finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by this Final Judgment and any subsequent order issued by the Court.

8. Pursuant to Rule 23(b)(3), the Lawsuit is hereby certified, for settlement purposes only, as a class action on behalf of the following Settlement Class Members with respect to the claims asserted in the Lawsuit:

**Authorization Class:** All DISH Network Contractor Technicians in the United States who were the subject of a consumer report that was procured (or caused to be procured) by DISH Network after November 30, 2010, who were provided with Forms 1, 2, or 3 (attached as Exhibits hereto) prior to DISH Network procuring a summary consumer report, and who were not provided with any other relevant forms, with the exception of Digital Dish's form produced in the Lawsuit as "Exhibit G" (also attached as an Exhibit hereto).

**Adverse Action Class:** All DISH Network Contractor Technicians or Contractor Technician applicants whose summary consumer reports were transmitted to DISH Network and who were adjudicated as "high risk" at any time after November 30, 2010.

9. The certification of the Settlement Classes shall be binding only with respect to the Settlement of the Lawsuit. In the event that the Court's approval of the Settlement is reversed, vacated or modified in any material respect by this or any other Court, the certification of the Settlement Class shall be deemed vacated, the Lawsuit shall proceed as if the Settlement Classes had never been conditionally certified (including Defendants' right to oppose any subsequent motion for class certification), and no reference to the Settlement Classes, the Settlement Agreement or any documents, communications or negotiations related in any way thereto shall be made for any purpose.

10. Pursuant to Rule 23, the Court appoints Named Plaintiffs Scott Ernst, Sean Denton and Neil Trotter as the Class Representatives and appoints Berger & Montague, P.C. as Class Counsel.

11. For settlement purposes only, the Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Rule 23, namely:

- The Settlement Classes are so numerous that joinder of all members is impracticable;
- There are questions of law and fact common to the Settlement Class Members;
- The claims of the Class Representatives are typical of the claims of the Settlement Class Members;
- The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members;
- Common questions of law and fact predominate over questions affecting only individual Settlement Class Members; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

12. The Plaintiffs, Settlement Class Members and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually or as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the release contained in the Settlement Agreement, the Released Claims are compromised, settled, released, discharged and dismissed with prejudice by virtue of these proceedings and this Final Judgment, provided, however, that the Released Claims shall not be construed to limit the right of Defendants or any member of the Settlement Classes to enforce the terms of the Agreement.

13. This Final Judgment is binding on all Settlement Class Members, except the individual who validly and timely excluded himself from the Settlement.

14. To the extent permitted by law and without affecting the other provisions of this Final Judgment, this Final Judgment is intended by the parties and the Court to be res judicata and to prohibit and preclude any prior, concurrent or subsequent litigation brought individually,

or in the name of, and/or otherwise on behalf of, the Named Plaintiffs or any Settlement Class Member or any other similarly situated person in the United States with respect to the Released Claims based upon the same alleged facts at any time prior to the date of the Preliminary Approval Order.

15. The Court hereby retains continuing and exclusive jurisdiction over the parties and all matters relating to the Lawsuit and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement and consummation of the Settlement, including its injunctive provisions, and this Final Judgment. This Final Judgment finally disposes of all claims and is appealable.

16. This Final Judgment is not, and shall not be construed as, an admission by Defendants of any liability or wrongdoing in this or in any other proceeding.

17. The Court awards Class Counsel \$525,000.00 in Attorneys' Fees and \$67,781.64 in costs, and approves Class Counsel's application for a service award to Named Plaintiffs in the amount of \$5,000 each, for a total of \$15,000. The Court further approves and authorizes the deduction of an amount not to exceed \$68,562.00 from the Settlement Funds to cover the Settlement Administrator's fees and costs. These amounts are to be deducted from the Settlement Funds as set forth in the Paragraph 10.1.2 of the Settlement Agreement, provided that the amounts awarded to Class Counsel for Attorneys' Fees and costs shall be distributed only after the Settlement Class Member payments have been mailed.

18. Save and except as expressly set forth to the contrary in this Final Judgment and any judgment issued by this Court regarding Plaintiffs' application for fees and costs, Plaintiffs and Class Counsel shall take nothing by their claims and each party shall bear his or its own fees, costs and expenses in connection with this Lawsuit. Except for the award to Class Counsel

specified above, no fees or funds shall be paid to any other counsel representing any Settlement Class Members.

19. The amount awarded to Class Counsel is fair and reasonable based on the factors set forth in *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43 (2d Cir. 2000). Using the approach from *In re Colgate-Palmolive Co. Erisa Litigation*, 36 F. Supp. 3d 344 (S.D.N.Y. 2014), the first step is to establish a baseline or benchmark for a reasonable fee. Evidence of attorneys' fees in this category of cases and cases of a similar size takes into account the magnitude and complexity of the case and the policy consideration of using a sliding scale to avoid a windfall to class counsel. Empirical evidence indicates that the median percentage of settlement awarded as attorneys' fees in the "Other" category of class actions ranges from 25% to 26%. This broad category is not well correlated with the specifics of this case and does not ready reflect the complexity of this case as reflected in attorneys' fees. The same studies show that, for common fund settlements of a similar size to the one here, the median is between 26.4% and 30%.<sup>2</sup> Accordingly, an attorneys' fee award of 30% of the settlement fund, or \$525,000.00, is reasonable. Considering the *Goldberger* factors, the circumstances of this case require no further upward or downward adjustment.

20. The amount awarded to Lead Counsel is reasonable considering counsel's lodestar. See *Goldberger*, 209 F.3d at 50 ("[T]he lodestar remains useful as a baseline even if the percentage method is eventually chosen. Indeed, we encourage the practice of requiring

---

<sup>2</sup> Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. Empirical Legal Stud. 811, 835, 839 (2010) (median attorney fee for "other" cases is 26% and for cases with a common fund of between \$0.75 and 1.75 million is 30.0%); Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees and Expenses in Class Action Settlements: 1993-2008*, 7 J. Empirical Legal Stud. 248, 262, 265 (2010) (median fee for "other" cases is 25% and for cases with a common fund of between \$1.1 and 2.8 million is 26.4%).

documentation of hours as a ‘cross check’ on the reasonableness of the requested percentage.”). The lodestar is calculated to be \$805,794.32, resulting in a 0.652 multiplier, which is considerably higher than the fee awarded here and within the range awarded by courts throughout the country. *See In re Blech Sec. Litig.*, No. 94 Civ. 7696, 2000 WL 661680, at \*5 (S.D.N.Y. May 19, 2000) (awarding 30% of fund, noting that “[t]his conclusion is reinforced by evidence that the percentage fee would represent a negative multiplier of the lodestar”).

21. In accordance with Section 10.5 of the Settlement Agreement, payment checks that are not cashed or deposited ninety days after the date on the Payment Notice are eligible to be distributed to the cy pres recipients, provided that the parties must seek the Court’s authorization before distributing any remaining funds to the cy pres recipients. In connection with their request to authorize the cy pres distribution, the parties’ must submit an updated Allocation Spreadsheet detailing the payments actually made from the Settlement Fund with a letter containing any necessary explanation. The parties’ selection of the Southern Coalition for Social Justice and the Legal Aid Foundation of Colorado as cy pres recipients is approved.

22. Once all distributions have made, Class Counsel shall file a final Allocation Spreadsheet detailing the payments actually made from the Settlement Fund.

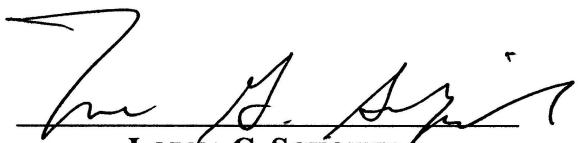
23. This Court hereby dismisses the Lawsuit against Defendants, including all claims against said Defendants, with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

24. Finding that there is no just reason for delay, the Court orders that this Final Judgment shall constitute a final judgment pursuant to Fed. R. Civ. P. 54 that is binding on the settling parties and the Settlement Classes.

The Clerk of Court is directed to close the motions at Docket Numbers 286 and 289.

**SO ORDERED.**

Dated: February 6, 2017  
New York, New York



LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE

# FORM 1

PRINT CHARACTERS LIKE THIS: CORRECT INCORRECT  
ABCDE 98765 • ☷ ☸ ☹ ☺

## Consent to Request Consumer Report &amp; Investigative Consumer Report Information

NEIL			TROTTER					
Applicant's First Name or Initials				Last Name				

I understand that Sterling Lns. Corp ("COMPANY") will use Sterling InfoSystems Inc., 249 West 17th Street, New York, NY 10011, (800) 899-2273 to obtain a consumer report and/or investigative consumer report ("Report") as part of the hiring process. I also understand that if hired, to the extent permitted by law, COMPANY may obtain further Reports from STERLING so as to update, renew or extend my employment.

I understand Sterling InfoSystems Inc.'s ("STERLING") investigation may include obtaining information regarding my credit background, bankruptcy, lawsuits, judgments, past tax items, unfiled tax returns, failure to pay debts or child support, accounts placed for collection, character, general reputation, personal characteristics and standard of living, driving records and criminal records, subject to any limitations imposed by applicable federal and state law. I understand such information may be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge. If an investigative consumer report is being requested, I understand such information may be obtained through any means, including but not limited to personal interviews with my acquaintances (under associate or with whom I am acquainted).

I understand that I have the right to receive notice about the nature and scope of key investigative consumer reports requested within five days after the COMPANY receives my request or five days after the investigative consumer report was requested, whichever is later.

By checking the box, I indicate that I wish to receive further disclosure about the nature and scope of any COMPANY request for an investigative consumer report.

I acknowledge receipt of the attached summary of my rights under the Fair Credit Reporting Act and, as required by law, an related State authority of rights (collectively "Summaries of Rights").

This consent will not affect my ability to question or dispute the accuracy of any information contained in a Report. I understand if COMPANY makes a conditional decision to classify me based all or in part on my Report, I will be provided with a copy of the Report and a written copy of the Summaries of Rights, and if I disagree with the accuracy of the purported disqualifying information in the Report, I must notify COMPANY within five business days of my receipt of the Report that I am challenging the accuracy of such information with STERLING.

I hereby consent to the investigation and authorize COMPANY to produce a Report on my background.

In order to verify my identity for the purpose of Report preparation, I am voluntarily releasing my date of birth, social security number and the other information and fully understand that all employment decisions are based on legitimate non-discriminatory reasons.

Massachusetts, Minnesota, New Jersey & Oklahoma Applicants Only: I have the right to request a copy of any Report obtained by COMPANY from STERLING by checking the box. STERLING will mail the Report directly to me. (Check only if you wish to receive a copy)

Maine Applicants Only: By checking the box, I indicate that I wish to receive the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries regarding the investigative consumer report as well as a copy of any Report obtained by COMPANY from STERLING.

Washington State and Oregon Applicants Only (AS APPLICABLE): I further understand that COMPANY will not obtain information about my credit history, credit worthiness, credit standing, or credit liability unless: (i) the information is required by law, (ii) the information is substantially job related, and the reasons for using the information are disclosed to me in writing, (iii) this Report is checked, complete the question below or (iv) I am seeking employment as a supervisor, manager or peace officer or with a Federally insured bank or credit union (Oregon only).

Reason why COMPANY considers information substantially job related as the basis for any exception for Oregon law (i.e. required by law, employment sought with a Federally insured bank or credit union, etc.)

NY Applicants Only: I also acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that I may request a copy of any investigative consumer report by contacting STERLING. I further understand that I will be advised if key further checks are requested and provided the name and address of the consumer reporting agency.

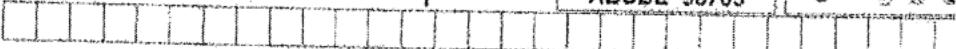
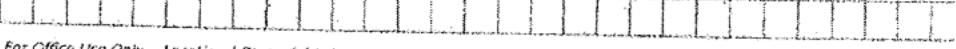
*Ron Scott*  
Signature:

9/20/10

Today's Date:

www.sterlinginfosystems.com USCPDEN.V02  
249 West 17th Street, 8<sup>th</sup> Floor, New York, NY 10011 • Telephone 212-812-1022 • 872-424-2657 • Facsimile 640-530-5239  
4/2010

NK-DISH0007789

PRINT CHARACTERS LIKE THIS		CORRECT	INCORRECT
ABCDE 98765		<input checked="" type="radio"/>	<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>
For Office Use Only - Group ID (optional) 			
For Office Use Only - User ID (optional) 			
For Office Use Only - Location / Store # (optional) 			
WEIL		C	
First Name	Middle Name or Initial		
TROTTER			
Last Name	Date of Birth (MMDDYYYY)		
		<input checked="" type="radio"/>	<input type="radio"/>
Other Names Known By	Male	Female	
	Primary Telephone Number (no dashes) 		
	02		
Current Address	Apt #	# yrs at this address	
MARSHALL	NN		
City	State	Zip Code	
			
Previous Address	Apt #	# yrs at this address	
SELBY	SD		
City	State	Zip Code	
	License State		
Driver's License Number (no dashes)	NH		
Email Address	gmai.l.com		
	09202010		
nir sh		09202010	

# FORM 2



PRINT CHARACTERS LIKE THIS

<b>ABCDE 98765</b>	CORRECT	INCORRECT

**Consent to Request Consumer Report & Investigative Consumer Report Information**

According to the Panchatantra, it is said:

I understand that SUPERIOR SATELLITE INC ("COMPANY") will use **Sterling InfoSystems Inc., 249 West 17th Street, New York, NY 10011, (877) 424-2457** to obtain a consumer report and/or investigative consumer report ("Report") as part of the hiring process. I also understand that if hired, to the extent permitted by law, COMPANY may obtain further Reports from STERLING so as to update, renew or extend my employment. I authorize COMPANY to provide a copy of any reports obtained to any third party which requests to see a report or reports as a condition precedent to any work assignment. I may revoke this authorization at any time.

I understand **Sterling InfoSystems Inc.'s** ("STERLING") investigation may include obtaining information regarding my credit background, bankruptcies, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, character, general reputation, personal characteristics and standard of living, driving record and criminal record, subject to any limitations imposed by applicable federal and state law. I understand such information may be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge. If an investigative consumer report is being requested, I understand such information may be obtained through any means, including but not limited to personal interviews with my acquaintances and/or associates or with others whom I am acquainted.

The nature and scope of the investigation sought is as follows: [Be Specific]

I acknowledge receipt of the attached summary of my rights under the Fair Credit Reporting Act and, as required by law, any related state summary of rights (collectively "Summaries of Rights").

This consent will not affect my ability to question or dispute the accuracy of any information contained in a Report. I understand if COMPANY makes a conditional decision to disqualify me based all or in part on my Report, I will be provided with a copy of the Report and another copy of the Summaries of Rights, and if I disagree with the accuracy of the purported disqualifying information in the Report, I must notify COMPANY within five business days of my receipt of the Report that I am challenging the accuracy of such information with STERLING.

I hereby consent to this investigation and authorize COMPANY to procure a Report on my background.

In order to verify my identity for the purposes of Report preparation, I am voluntarily releasing my date of birth, social security number and the other information and fully understand that all employment decisions are based on legitimate non-discriminatory reasons.

**California, Massachusetts, Minnesota, New Jersey & Oklahoma Applicants Only:** I have the right to request a copy of any Report obtained by COMPANY from STERLING by checking the box. STERLING will mail the Report directly to me. (Check only if you wish to receive a copy)

**Maine Applicants Only:** By checking the box, I indicate that I wish to receive the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries regarding the Investigative consumer report as well as receive a copy of any report obtained by Company from Sterling.

**Washington State and Oregon Applicants Only (AS APPLICABLE):** I further understand that COMPANY will not obtain information about my credit history, credit worthiness, credit standing, or credit capacity unless: (i) the information is required by law, (ii) the information is substantially job related, and the reasons for using the information are disclosed to me in writing, (If this option is checked, complete the question below) or (iii) I am seeking employment as a covered police or peace officer or with a federally insured bank or credit union. (Oregon only).

Reasons why COMPANY considers credit information substantially job related or the basis for any exception from Oregon law (i.e., required by law, employment sought with a federally insured bank or credit union, etc.):

**NY Applicants Only:** I also acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that I may request a copy of any investigative consumer report by contacting STERLING. I further understand that I will be advised if any further checks are requested and provided the name and address of the consumer reporting agency.

**California Applicants and Residents:** If I am applying for employment in California or reside in California, I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person, and, if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards.

**Signature:**

Today's Date:

CONFIDENTIAL

S 000001

NKA0000395





PRINT CHARACTERS LIKE THIS  
**ABCDE 98765**       CORRECT     INCORRECT

Para informacion en espanol, visite <http://www.ftc.gov/credit> o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <http://www.ftc.gov/credit> or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <http://www.ftc.gov/credit> for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <http://www.ftc.gov/credit> for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).



T  
T

PRINT CHARACTERS LIKE THIS  
ABCDE 98765

CORRECT   INCORRECT

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

**FOR QUESTIONS OR CONCERNS REGARDING**

**PLEASE CONTACT**

Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 - 877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 - 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 - 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552 - 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 - 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 - 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 - 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 - 202-720-7051

# FORM 3



T  
T

PRINT CHARACTERS LIKE THIS  
**ABCDE 98765**

CORRECT    INCORRECT

## **Disclosure Regarding Employment Background Report**

Blue Sky Satellite Services, Inc. ("COMPANY") may obtain from Sterling Infosystems, Inc. ("STERLING"), 1 State Street, New York, NY 10004, (877) 424-2457, [www.sterlinginfosystems.com](http://www.sterlinginfosystems.com), a consumer report and/or an investigative consumer report ("REPORT") that contains background information about you in connection with your employment or employment application. If you are hired, to the extent permitted by law, COMPANY may obtain from STERLING further reports throughout your employment for an employment purpose without providing further disclosure or obtaining additional consent.

The REPORT may contain information about your character, general reputation, personal characteristics and mode of living. The REPORT may include, but is not limited to, criminal and other public records and history; public court records (e.g., bankruptcies, tax liens and judgments); motor vehicle and driving records, educational and employment history, including professional disciplinary actions; drug/alcohol test results; and Social Security verification and address history, subject to any limitations imposed by applicable federal and state law. This information may be obtained from public record and private sources, including credit bureaus, government agencies and judicial records, former employers and educational institutions, and other sources.

If an investigative consumer REPORT is obtained, in addition to the description above, the nature and scope of any such REPORT will be employment verifications and references, or personal references.



T

PRINT CHARACTERS LIKE THIS  
ABCDE 98765

CORRECT   INCORRECT

### ***Authorization to Obtain Employment Background Report***

I have read the Disclosure Regarding Employment Background Report provided by Blue Sky Satellite Services, Inc. ("COMPANY") and this Authorization to Obtain Employment Background Report. By my signature below, I hereby consent to the preparation by Sterling Infosystems, Inc. ("STERLING"), a consumer reporting agency located at 1 State Street, New York NY 10004, (877) 424-2457, [www.sterlinginfosystems.com](http://www.sterlinginfosystems.com), of background reports regarding me and the release of such reports to the COMPANY and its designated representatives, to assist the COMPANY in making an employment decision involving me at any time after receipt of this authorization and throughout my employment, to the extent permitted by law. To this end, I hereby authorize, without reservation, any state or federal law enforcement agency or court, educational institution, or other information service bureau or data repository, or employer to furnish any and all information regarding me to STERLING and/or the COMPANY itself, and authorize STERLING to provide such information to the COMPANY. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original. I authorize COMPANY to provide copies of any reports regarding me to employers or other third parties involved in making any employment or placement decisions about me. I may revoke this authorization at any time.

I acknowledge receipt of a copy of the Consumer Financial Protection Bureau's "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT."

**Signature:**

**Today's Date**





T

PRINT CHARACTERS LIKE THIS  
ABCDE 98765

CORRECT   INCORRECT

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

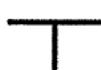
### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



PRINT CHARACTERS LIKE THIS  
ABCDE 98765

CORRECT   INCORRECT

- You may limit “prescreened” offers of credit and insurance you get based on information in your credit report. Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore)

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

# EXHIBIT G

DIGITAL DISH

DISCLOSURE

**CONSUMER REPORT AND CRIMINAL BACKGROUND CHECK  
MAY BE OBTAINED**

In considering and evaluating your employment application, including whether to offer you employment, as well as in making decisions concerning employment if you are hired, Digital Dish may obtain and use a "consumer report" from a "consumer reporting agency" about you. Under the Fair Credit Reporting Act, as an applicant or an employee, you are a "consumer."

A "consumer report" is any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for employment purposes.

A "consumer reporting agency" is a person or entity which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing "consumer reports" to others, such as Digital Dish.

If Digital Dish obtains a "consumer report" about you, and if Digital Dish considers information in the "consumer report" in making an employment-related decision that adversely affects you, before the decision is made final, you will be provided with a copy of the "consumer report" and a written description of your rights under the Fair Credit Reporting Act.

In conjunction with your application for employment, Digital Dish at its discretion also may obtain and use an "investigative consumer report" including information as to your character, general reputation, personal characteristics, and mode of living. An investigative consumer report involves personal interviews with sources such as neighbors, friends and associates. If an investigative consumer report is conducted with respect to your application, you have the right to request complete and accurate disclosure of the nature and scope of the investigation and a written summary of your rights under the Fair Credit Reporting Act.

AUTHORIZATION

In consideration of completing my application for employment at Digital Dish, I hereby knowingly and voluntarily authorize, request and direct Digital Dish to obtain "consumer reports" about me now and during my employment from "consumer reporting agencies" and to consider the "consumer reports" when making employment-related decisions about me. I also hereby knowingly and voluntarily authorize, request and direct any (i) governmental or law enforcement agency, (ii) consumer reporting agency, (iii) current or former employer(s), manager(s), and/or supervisor(s) and/or (iv) personal references identified by me to provide to Digital Dish and/or its designated agent(s) and/or representative(s) information concerning or relating to me. In consideration of my

application, I hereby authorize Digital Dish to solicit and receive any such information. I understand that I have certain rights under the Fair Credit Reporting Act, including those rights discussed in the above Disclosure.

[REDACTED]  
Date \_\_\_\_\_

[REDACTED]  
Signature

[REDACTED]  
Printed Name

\_\_\_\_\_  
Witness (Interviewer)

Please note if we should check under a different name and/or address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Federal Law requires that an applicant be notified if employment is denied based on the contents of a credit report.

**A Summary of Your Rights  
Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has

reinserted the item. The notice must include the name, address and phone number of the information source.

- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 202-326-3761

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks	Federal Reserve Board

(except national banks, and federal branches/agencies of foreign banks)	Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
---	--

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20522 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051